



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

March 30, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **DIRECT CONVEYANCE OF COUNTY SURPLUS REAL PROPERTY LOS VERDES GOLF COURSE, RANCHO PALOS VERDES (FOURTH DISTRICT) (4-VOTES)**

#### **SUBJECT**

Approve the conveyance of approximately 3,551 square feet of surplus County real property (Property) located adjacent to Los Verdes Golf Course in Rancho Palos Verdes, to the City of Rancho Palos Verdes (City), for the use of the Property as a public driveway entrance for Robert E. Ryan Park.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the County-owned Property, as shown on the map and legally described in the Quitclaim Deed, is not required for County use and is surplus to any immediate or foreseeable County need.
2. Find that the transfer of surplus County property in order to preserve lands for park purposes is categorically exempt under Section 15325 of the California Environmental Quality Act.
3. Approve the sale of the County's right, title and interest in the Property adjoining Los Verdes Golf Course, in Rancho Palos Verdes, to the City of Rancho Palos Verdes, and instruct the Chair to sign the Quitclaim Deed and the Transfer Agreement.
4. Authorize the Chief Executive Office to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

*"To Enrich Lives Through Effective And Caring Service"*

***Please Conserve Paper – This Document and Copies are Two-Sided  
Intra-County Correspondence Sent Electronically Only***

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve the conveyance of approximately 3,551 square feet of improved, surplus County-owned real Property located adjacent to Los Verdes Golf Course (Golf Course) and Robert E. Ryan Park (Park), to the City.

At the time of the County's acquisition of Los Verdes Golf Course in 1989, the legal description of the Golf Course included an unimproved secondary entrance to the Golf Course along Hawthorne Boulevard that was never constructed by the County. A recent review of Assessor's records for the Park (conveyed to the City in 1982) revealed that the portion of the Golf Course that was to be used as the secondary entrance has since been improved with a driveway constructed by the City. The driveway serves as the main entrance to the Park and currently extends over both City and County property.

The City has been maintaining the driveway and adjacent landscaping since the Park was acquired, and is now requesting that the County transfer the Property to bring the entire Park driveway under the City's ownership. Transfer of this Property to the City will also eliminate any further County exposure to the liability and maintenance costs associated with the use of the driveway by patrons of the Park. The County's Department of Parks and Recreation has verified that this proposed secondary entrance is no longer needed as the Golf Course currently has sufficient ingress and egress points in case of emergency. Additionally, the County will be inserting restrictive conditions in the quitclaim deed to convey the Property, which will limit the use for public park purposes in perpetuity, and that the Property be open for all residents of the County.

Furthermore, in the event the County requires access to the Golf Course property from Hawthorne Boulevard in the future, the County will retain an access easement over the Property to be conveyed to the City.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we ensure quality regional public works infrastructure services for County residents and provide quality public works infrastructure and land development services to our communities (Goal 3). Transferring this parcel to the City allows the County to meet an identified public infrastructure need, and is consistent with this goal.

### **FISCAL IMPACT/FINANCING**

The acquisition of the Property by the City on a gratis basis will remove the County from any potential maintenance costs and safety concerns associated with ownership of the parcel, in addition to eliminating any further County exposure to liability. This action is supported by the Fourth Supervisorial District.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The conveyance of the Property to the City is authorized by Section 25365 of the California Government Code, which authorizes real property transfers to other government agencies. Notification of your Board's intended action has been published in compliance with Government Code Section 6061.

As required by Government Code Section 65402, notification of the proposed sale was submitted to the City's Department of Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received within 40 days after the notification was provided. Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222.

County Counsel has reviewed the Quitclaim Deed and Transfer Agreement related to the proposed conveyance and has approved them as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The transfer of surplus government property to the City in order to preserve lands for park purposes is categorically exempt from CEQA pursuant to Section 15325 of the State CEQA guidelines. Furthermore, upon conveyance of the Property, the City will be responsible for complying with any CEQA requirements in connection with the use of the Property.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

As it was assumed that the Property was already under the City's ownership as an entrance to the Park, and has been improved and used for this purpose, the current use of the parcel will continue uninterrupted. Conveyance of the Property will not impact current operations and services at the Golf Course.

The Honorable Board of Supervisors  
March 30, 2010  
Page 4

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return two executed originals of the Transfer Agreement and Quitclaim Deed for the Property sold, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF: WLD  
CM: RH:kb

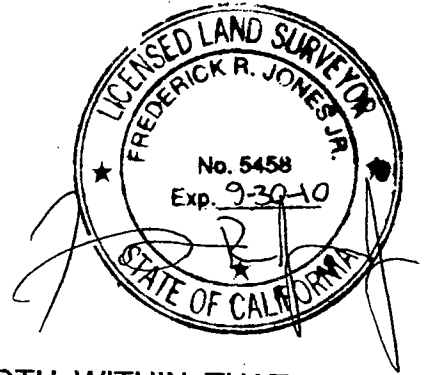
Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Department of Parks and Recreation

PalosVerdes.BL

## EXHIBIT "A"

RANCHO PALOS VERDES RYAN PARK  
ACCESS DRIVEWAY  
(L.A. COUNTY PORTION)



### LEGAL DESCRIPTION

A STRIP OF LAND 80.00 FEET, AND VARIABLE, IN WIDTH WITHIN THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN LOT 84, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON LOS ANGELES COUNTY ASSESSOR'S MAP NO. 51, RECORDED IN BOOK 1, PAGE 1, OF ASSESSOR'S MAPS AND ALSO SHOWN AS A PORTION OF PARCEL "A" IN DEED TO COUNTY OF LOS ANGELES, RECORDED AS DOCUMENT NO. 1765, ON JANUARY 31, 1958, IN OFFICIAL RECORDS BOOK 56460, PAGE 324, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

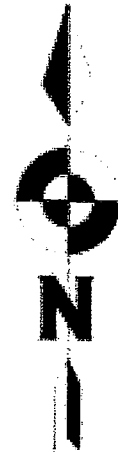
BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 53 OF TRACT NO. 32673, RECORDED IN BOOK 875, PAGES 60-62, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY AND STATE, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY CURVED RIGHT OF WAY OF HAWTHORNE BOULEVARD, 100.00 FEET WIDE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, A RADIAL LINE TO SAID POINT BEARING NORTH 35° 36' 29" EAST, AS SHOWN ON SAID MAP OF TRACT 32673; THENCE ALONG THE EASTERLY LINE OF SAID LOT 53 AND THE NORTHWESTERLY LINE OF SAID PARCEL "A" SOUTH 11° 53' 26" EAST 24.81 FEET; THENCE SOUTH 31° 15' 08" WEST 23.23 FEET; THENCE LEAVING SAID LOT LINE AND SAID NORTHWESTERLY LINE SOUTH 56° 55' 46" EAST 80.04 FEET, MORE OR LESS, TO A LINE PARALLEL TO AND 80.00 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 53, SAID PARALLEL LINE ALSO BEING A COURSE IN DEED TO THE CITY OF RANCHO PALOS VERDES RECORDED APRIL 27, 1982 AS DOCUMENT NO. 82-431558; THENCE ALONG SAID PARALLEL LINE AND COURSES OF SAID DEED TO THE CITY OF RANCHO PALOS VERDES NORTH 31° 15' 08" EAST 25.77 FEET; THENCE LEAVING SAID PARALLEL LINE, CONTINUING ALONG SAID COURSES OF SAID DEED TO THE CITY NORTH 74° 23' 42" EAST 24.81 FEET TO SAID SOUTHERLY CURVED RIGHT OF WAY OF HAWTHORNE BOULEVARD, 100.00 FEET WIDE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, A RADIAL LINE TO SAID POINT BEARING NORTH 26° 53' 46" EAST; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY CURVED RIGHT OF WAY, LEAVING SAID COURSES OF DEED TO THE CITY, THROUGH A CENTRAL ANGLE OF 08° 42' 44" AND ARC LENGTH OF 114.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,551 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION BY REFERENCE HEREIN.

**EXHIBIT "B"**

RYAN PARK ACCESS DRIVEWAY



N.T.S.

100'

N 35° 36' 29" E RADIAL

P.O.B.

S 11° 53' 26" E 24.81'

HAWTHORNE BLVD.

R = 750.00' Δ = 08° 42' 44" L = 114.04'

100'

N 26° 53' 46" E RADIAL

**LOT 53**  
**Tract No. 32673**

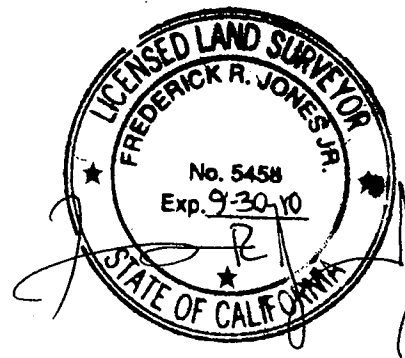
S 31° 15' 08" W 23.23'

80.00

S 56° 55' 46" E 80.04'

N 74° 23' 42" E 24.81'

N 31° 15' 08" E 25.77'



RECORDING REQUESTED BY:  
County of Los Angeles

AND MAIL TO:

City of Rancho Palos Verdes  
City Manager's Office  
30940 Hawthorne Blvd., CA 90275  
Attn: Carolyn Lehr

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 7588-018-902 (PORTION)

## QUITCLAIM DEED

The **COUNTY OF LOS ANGELES** ("Grantor"), a **body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

### **City of Rancho Palos Verdes, a municipal corporation**

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Rancho Palos Verdes, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and depicted in Exhibit B which are incorporated herein by reference as though set forth in full.

### **SUBJECT TO AND BUYER TO ASSUME:**

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. The conditions, covenants, and restrictions and outlined in Exhibit C which is incorporated herein by reference as though set forth in full

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_  
Gloria Molina  
Chair, Board of Supervisors

STATE OF CALIFORNIA) )  
 ) ss.  
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, the facsimile signature of \_\_\_\_\_, Chair, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer  
Board of Supervisors, County of Los Angeles

By \_\_\_\_\_

**APPROVED AS TO FORM:**

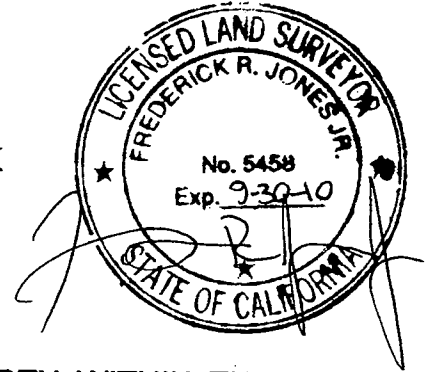
ANDREA SHERIDAN ORDIN  
County Counsel

By:   
Senior Deputy County Counsel



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ACCESS DRIVEWAY  
(L.A. COUNTY PORTION)



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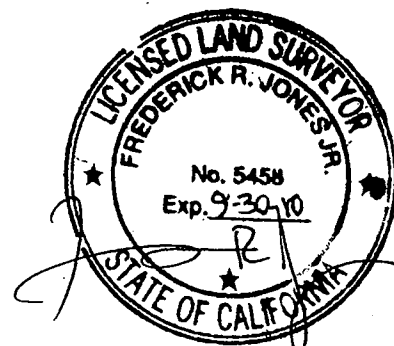


EXHIBIT C

DEED RESTRICTIONS, CONDITIONS, AND RESERVATIONS

1. the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use the Property for ingress and egress access to the Los Verdes Golf Course
2. the condition that the Property is to be used for open space, public recreation, and park purposes only;
3. the condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
4. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

## **LOS VERDES GOLF COURSE PROPERTY TRANSFER AGREEMENT**

This Los Verdes Golf Course Property Transfer Agreement ("Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between the City of Rancho Palos Verdes, a municipal corporation ("Buyer"), and the County of Los Angeles ("Seller") a body politic and corporate, pursuant to Government Code Section 25365, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

- A. The real property being conveyed shall be referred to as the "Property."
- B. The Property consists of approximately 3,551 square feet of land located in the City of Rancho Palos Verdes, legally described on the attached Exhibit "A" incorporated herein.
- C. Buyer agrees to accept the Property for open space, public recreation and park purposes only.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a contractual part hereof, and the promises, conditions, and mutual covenants set forth herein, the parties hereto do agree as follows:

1. **Term of Agreement.** Upon full execution hereof, this Agreement shall continue in perpetuity unless sooner terminated by mutual agreement, or as otherwise provided herein.

2. **Los Verdes Golf Course Property.** Seller agrees to execute the Quitclaim Deed attached hereto and incorporated herein as Exhibit "B". Buyer hereby represents to County that said deed is sufficient to release County's interest in the Property.

3. **Use.** The Buyer agrees to develop, operate and maintain the Property for open space, public recreation and park purposes only.

4. **Consideration.** Both Buyer and Seller mutually agree that consideration given by the Buyer for the Seller conveying title to the Property is Buyer's agreement to develop, operate, and maintain the Property for the benefit of the residents of Los Angeles County in accordance with the Use set forth in Section 3 hereof.

5. **Costs.** All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, recording and any other miscellaneous customary charges and fees.

6. **Conveyance and Closing Date.** Seller shall convey the Property on a date occurring approximately thirty (30) days after the date the County of Los

Angeles Board of Supervisors approves the sale of the Property ("Closing Date") by quitclaim deed in the form attached hereto as Exhibit B and incorporation herein by this reference ("Deed"), subject to:

- A) all non-delinquent taxes, interest, penalties and assessments of record, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;
- C) Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
- D) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use the Property for ingress and egress access to the Los Verdes Golf Course ;
- E) the condition that the Property is to be used for open space, public recreation, and park purposes only;
- F) the condition that the Property shall be equally open and available to County of Los Angeles residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- G) the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

7. **Title.** Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

8. **Recording.** Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: City of Rancho Palos Verdes, and shall cause the Deed to be recorded in the official records of the Registrar Recorder, County of Los Angeles ("Recorder").

9. **Delivery of Deed.** Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 15 hereof.

**10. Condition of the Property.**

- A.) Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B.) Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C.) Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.

11. **Possession/Risk of Loss.** All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

12. **Brokerage Commission.** Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

13. **Conflicts.** In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

14. **Assignment.** Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

15. **Notices.** All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles  
Chief Executive Office  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
Attention: Chris Montana, Manager  
Property Management

Buyer: City of Rancho Palos Verdes  
City Manager's Office  
30940 Hawthorne Blvd.  
Rancho Palos Verdes, CA 90275  
Attention: City Manager

With a copy to:  
Department of Parks and Recreation  
Attention: Larry Hensley Chief, Planning Division  
510 South Vermont Avenue  
Los Angeles, CA 90020

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

16. **Time is of the Essence.** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

17. **Seller's Remedies.** In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law or equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

18. **County Lobbyist Ordinance.** Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

19. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

20. **Binding on Successors.** Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

21. **California Law.** This Agreement shall be construed in accordance with the internal laws of the State of California.

22. **Waivers.** No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

23. **Captions.** The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

24. **No Presumption Re: Drafter.** The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against



validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

25. **Assistance of Counsel.** Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

26. **Required Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

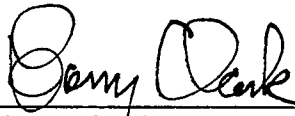
27. **Power and Authority.** The parties hereto have the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer or Seller, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

28. **Survival of Covenants.** The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

29. **Interpretation.** Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

30. **Entire Agreement.** This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

|              |   |
|--------------|---|
| <b>BUYER</b> | <b>CITY OF RANCHO PALOS VERDES</b><br><br>By: <br>Name: Larry Clark<br><br>Its: Mayor |
|--------------|---|

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

|  |   |
|--|---|
| <b>SELLER</b><br><br><b>ATTEST:</b><br><br>SACHI A. HAMAI<br>Executive Officer, Board of<br>Supervisors<br><br>By: _____<br>Deputy | <b>COUNTY OF LOS ANGELES</b><br><br>By: _____<br>Gloria Molina<br>Chair, Board of Supervisors |
|--|---|

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

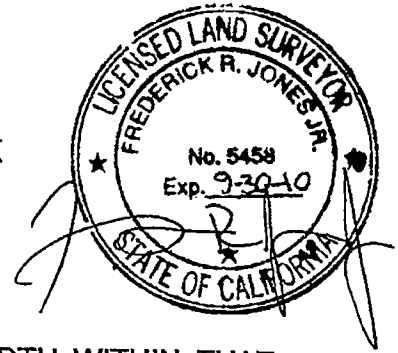
By:   
Deputy

**EXHIBIT A**  
**QUITCLAIM – COUNTY TO CITY OF RANCHO PALOS VERDES**

**LEGAL DESCRIPTION**

## EXHIBIT "A"

RANCHO PALOS VERDES RYAN PARK  
ACCESS DRIVEWAY  
(L.A. COUNTY PORTION)



### LEGAL DESCRIPTION

A STRIP OF LAND 80.00 FEET, AND VARIABLE, IN WIDTH WITHIN THAT PORTION OF THAT CERTAIN PARCEL OF LAND IN LOT 84, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON LOS ANGELES COUNTY ASSESSOR'S MAP NO. 51, RECORDED IN BOOK 1, PAGE 1, OF ASSESSOR'S MAPS AND ALSO SHOWN AS A PORTION OF PARCEL "A" IN DEED TO COUNTY OF LOS ANGELES, RECORDED AS DOCUMENT NO. 1765, ON JANUARY 31, 1958, IN OFFICIAL RECORDS BOOK 56460, PAGE 324, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 53 OF TRACT NO. 32673, RECORDED IN BOOK 875, PAGES 60-62, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY AND STATE, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY CURVED RIGHT OF WAY OF HAWTHORNE BOULEVARD, 100.00 FEET WIDE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, A RADIAL LINE TO SAID POINT BEARING NORTH 35° 36' 29" EAST, AS SHOWN ON SAID MAP OF TRACT 32673; THENCE ALONG THE EASTERLY LINE OF SAID LOT 53 AND THE NORTHWESTERLY LINE OF SAID PARCEL "A" SOUTH 11° 53' 26" EAST 24.81 FEET; THENCE SOUTH 31° 15' 08" WEST 23.23 FEET; THENCE LEAVING SAID LOT LINE AND SAID NORTHWESTERLY LINE SOUTH 56° 55' 46" EAST 80.04 FEET, MORE OR LESS, TO A LINE PARALLEL TO AND 80.00 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF SAID LOT 53, SAID PARALLEL LINE ALSO BEING A COURSE IN DEED TO THE CITY OF RANCHO PALOS VERDES RECORDED APRIL 27, 1982 AS DOCUMENT NO. 82-431558; THENCE ALONG SAID PARALLEL LINE AND COURSES OF SAID DEED TO THE CITY OF RANCHO PALOS VERDES NORTH 31° 15' 08" EAST 25.77 FEET; THENCE LEAVING SAID PARALLEL LINE, CONTINUING ALONG SAID COURSES OF SAID DEED TO THE CITY NORTH 74° 23' 42" EAST 24.81 FEET TO SAID SOUTHERLY CURVED RIGHT OF WAY OF HAWTHORNE BOULEVARD, 100.00 FEET WIDE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, A RADIAL LINE TO SAID POINT BEARING NORTH 26° 53' 46" EAST; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY CURVED RIGHT OF WAY, LEAVING SAID COURSES OF DEED TO THE CITY, THROUGH A CENTRAL ANGLE OF 08° 42' 44" AND ARC LENGTH OF 114.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,551 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION BY REFERENCE HEREIN.

**EXHIBIT "B"**

**RYAN PARK ACCESS DRIVEWAY**



100'

N 35° 36' 29" E RADIAL

P.O.B.

**HAWTHORNE BLVD.**

R = 750.00' Δ = 08° 42' 44" L = 114.04'

S 11° 53' 26" E 24.81'

**LOT 53**  
**Tract No. 32673**

31° 15' 08" W 23.23'

100'

N 26° 53' 46" E RADIAL

80.00

S 56° 55' 46" E 80.04'

N 74° 23' 42" E 24.81'

N 31° 15' 08" E 25.77'

